

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 11

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/25/2016		2. CONTRACT NO. (If any) GS00F022DA		6. SHIP TO: a. NAME OF CONSIGNEE OEI Quality Staff	
3. ORDER NO. EP-G16H-01314		4. REQUISITION/REFERENCE NO. See Schedule		b. STREET ADDRESS US Environmental Protection Agency Mail Code 2811R 1200 Pennsylvania Avenue, N.W.	
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		c. CITY Washington		d. STATE DC	e. ZIP CODE 20460
7. TO: (b)(4)		f. SHIP VIA			
a. NAME OF CONTRACTOR DUN & BRADSTREET, INC.		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY			
b. COMPANY NAME		REFERENCE YOUR: RFQ1065191-EHP			
c. STREET ADDRESS 4350 N. FAIRFAX DRIVE SUITE 650		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY ARLINGTON		e. STATE VA	f. ZIP CODE 222031620		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE HPOD			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 135838084 This order constitutes acceptance of the Dun & Bradstreet quote dated 04/01/2016. This order incorporates the D&B quote and its Federal Government Licensing Terms by reference. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$695,000.00
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						\$3,683,500.00
c. CITY Durham			d. STATE NC	e. ZIP CODE 27711		17(i) GRAND TOTAL	

22. UNITED STATES OF
AMERICA BY (Signature)

05/25/2016

ELECTRONIC
SIGNATURE

23. NAME (Typed)
Deborah Darry
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

05/25/2016

GS00F022DA

EP-G16H-01314

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>In the case of a conflict between the terms and conditions of Dun & Bradstreet and the terms and conditions of this delivery order and all applicable federal procurement statutes and regulations, the terms and conditions of this delivery order and all applicable federal procurement statutes and regulations will govern.</p> <p>All clauses in the contractor's existing GSA Contract that are in effect at the time the EPA CO issues the task order, as well as any and all modification that GSA issues to the base contract during the ordering period are incorporated by reference and shall be in full force and effect.</p> <p>The Government does not guarantee that the options for this order will be exercised and reserves the right to negotiate changes under the order pursuant to the changes clause specified under the Master Contract. TOCOR: Wendy-Blake Coleman Max Expire Date: 05/29/2021 Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 05/30/2016 to 05/29/2017</p> <p>Base Period: May 30, 2016 - May 29, 2017 Business Information Services Solution shall include the following:</p> <p>0001AA: DNBi Unlimited Number of Users, No Limit on Company Registrations, + unlimited monitoring on companies + training, admin/portfolio set-up, company upload. All reports are comprehensive and live (i.e., always refreshed with most recent data), there is no report pricing. Continued ...</p>				695,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$695,000.00

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SCHEDULE - CONTINUATION

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	<p>Unlimited users may view the same DUNS number an unlimited number of times. There is no duplicate charging in DNBi across both the user community and for repeated pulls of a single report by the same user. (b)(4)</p> <p>0001AB: Hoovers Relationship Manager - (b)(4) User Seats of Hoovers Relationship Manager, + Additional downloads; total of (b)(4) company downloads, + Build-a-List Pro. (b)(4)</p> <p>Requisition No: PR-OEI-16-00230, PR-OEI-16-00495</p> <p>Delivery: 05/30/2016 Accounting Info: 16-WR-H1CCIT9-ZZZHF8-2504-16H1HIC014-0 01 BFY: 16 Fund: WR Budget Org: H1CCIT9 Program (PRC): ZZZHF8 Budget (BOC): 2504 Job #: CE400001 DCN - Line ID: 16H1HIC014-001 Funding Flag: Partial Funded: (b)(4)</p> <p>Accounting Info: 16-WR-H1CCIT9-ZZZHF8-2504-16H1HIC014-0 02 BFY: 16 Fund: WR Budget Org: H1CCIT9 Program (PRC): ZZZHF8 Budget (BOC): 2504 Job #: CE400001 DCN - Line ID: 16H1HIC014-002 Funding Flag: Partial Funded: (b)(4)</p> <p>Accounting Info: 16-WR-H1CCIT9-ZZZHF8-2504-16H1HIC008-0 01 BFY: 16 Fund: WR Budget Org: H1CCIT9 Program (PRC): ZZZHF8 Budget (BOC): 2504 Job #: CE400001 DCN - Line ID: 16H1HIC008-001 Funding Flag: Partial Funded: (b)(4)</p>					
0101	<p>Option Period 1: May 30, 2017 - May 29, 2018 Business Information Services Solution shall include the following:</p> <p>0101AA: DNBi Unlimited Number of Users, No Continued ...</p>					

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\$0.00

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	<p>Limit on Company Registrations, + unlimited monitoring on companies + training, admin/portfolio set-up, company upload. All reports are comprehensive and live (i.e., always refreshed with most recent data), there is no report pricing. Unlimited users may view the same DUNS number an unlimited number of times. There is no duplicate charging in DNBi across both the user community and for repeated pulls of a single report by the same user.</p> <p>(b)(4)</p> <p>0101AB: Hoovers Relationship Manager - (b)(4) User Seats of Hoovers Relationship Manager, + Additional downloads; total of (b)(4) company downloads, + Build-a-List Pro. (b)(4)</p> <p>Amount: (b)(4) (Option Line Item)</p> <p>05/30/2017</p> <p>Delivery: 05/30/2016</p>					
0201	<p>Option Period 2: May 30, 2018 - May 29, 2019 Business Information Services Solution shall include the following:</p> <p>0201AA: DNBi Unlimited Number of Users, No Limit on Company Registrations, + unlimited monitoring on companies + training, admin/portfolio set-up, company upload. All reports are comprehensive and live (i.e., always refreshed with most recent data), there is no report pricing. Unlimited users may view the same DUNS number an unlimited number of times. There is no duplicate charging in DNBi across both the user community and for repeated pulls of a single report by the same user.</p> <p>(b)(4)</p> <p>0201AB: Hoovers Relationship Manager - (b)(4) User Seats of Hoovers Relationship Manager, + Additional downloads; total of (b)(4) company downloads, + Build-a-List Pro". (b)(4)</p> <p>Continued ...</p>					

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\$0.00

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EP-G16H-01314

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0301	<p>Amount: (b)(4) (Option Line Item) 05/30/2018</p> <p>Delivery: 05/30/2018</p> <p>Option Period 3: May 30, 2019 - May 31, 2020 Business Information Services Solution shall include the following:</p> <p>0301AA: DNBi Unlimited Number of Users, No Limit on Company Registrations, + unlimited monitoring on companies + training, admin/portfolio set-up, company upload. All reports are comprehensive and live (i.e., always refreshed with most recent data), there is no report pricing. Unlimited users may view the same DUNS number an unlimited number of times. There is no duplicate charging in DNBi across both the user community and for repeated pulls of a single report by the same user. (b)(4)</p> <p>0301AB: Hoovers Relationship Manager - (b)(4) User Seats of Hoovers Relationship Manager, + Additional downloads; total of (b)(4) company downloads, + Build-a-List Pro (b)(4)</p> <p>Amount: (b)(4) (Option Line Item) 05/30/2019</p> <p>Delivery: 05/30/2019</p>					
0401	<p>Option Period 4: May 30, 2020 - May 29, 2021 Business Information Services Solution shall include the following:</p> <p>0401AA: DNBi Unlimited Number of Users, No Limit on Company Registrations, + unlimited monitoring on companies + training, admin/portfolio set-up, company upload. All reports are comprehensive and live (i.e., always refreshed with most recent data), there is no report pricing. Unlimited users may view the same DUNS number an unlimited number of times. There Continued ...</p>					
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ORDER FOR SUPPLIES OR SERVICES
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	<p>is no duplicate charging in DNBI across both the user community and for repeated pulls of a single report by the same user.</p> <p>(b)(4)</p> <p>0401AB: Hoovers Relationship Manager - (b)(4)</p> <p>User Seats of Hoovers Relationship Manager, + Additional downloads; total of (b)(4)</p> <p>company downloads, + Build-a-List (b)(4)</p> <p>Amount: (b)(4) Option Line Item)</p> <p>05/30/2020</p> <p>Delivery: 05/30/2020</p>					

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\$0.00

ADDITIONAL TERM AND CONDITIONS

1. EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JULY 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html> .

2. EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

The Contracting Officer's Representative (COR), The Alternate Contracting Officer's Representative (ACOR), the Contract Specialist (CS), and the Contracting Officer (CO) for this task order are as follows:

- **CONTRACTING OFFICER'S REPRESENTATIVE (COR):**
Wendy Blake Coleman at Blake-Coleman.wendy@Epa.gov or 202-566-1709
- **CONTRACTING OFFICER (CO) FOR THE TASK ORDER:**
Deborah Darry at darry.deborah@epa.gov or (202) 564-4459

3. SUBMISSION OF INVOICES – RTP FINANCE

Commercial Invoices

Commercial payments are more commonly known as simplified acquisition payments (SAPs). Invoices for training and utilities are usually processed as SAPs.

1. Submit your SAP invoice in PDF format via email using the following procedures:
 - Ensure your invoice is in PDF format and is named using the following naming convention: SI_purchaseordernumber_invoicenumber.pdf.
 - Example: SI_EP08X00005_5335.pdf
 - The SUBJECT of your email should follow the same naming convention as the PDF file name of your invoice: SI_purchaseordernumber_invoicenumber.pdf.
 - Do not submit correspondence in the body of the email, and do not include any attachments which are not invoices.
 - Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If the invoice is a scanned document, the size should be standard 8.5" x 11". The first page of the PDF document must contain the first page of the invoice.
2. Email your invoice to RTPreceiving@epa.gov.
3. Instructions for submitting invoices via mail

If you are unable to submit your task order invoice via email, please use the mailing addresses below:

U.S. Postal Service	U.S. Environmental Protection Agency RTP Finance Center (AA216-01) Durham, NC 27711
UPS, Federal Express, or Overnight Mail	U.S. Environmental Protection Agency RTP Finance Center 4930 Old Page Road (AA216-01) Durham, NC 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>

4. Option to extend the term of the contract fixed price

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60 day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start date	End date
Base	05/30/2016	05/29/2017
Option 1	05/30/2017	05/29/2018
Option 2	05/30/2018	05/29/2019
Option 3	05/30/2019	05/29/2020
Option 4	05/30/2020	05/29/2021

(b) During the option period(s) the Contractor shall provide the services described below:

Period	Attachment
BASE	IAW Accepted Proposal
Option 1	IAW Accepted Proposal
Option 2	IAW Accepted Proposal
Option 3	IAW Accepted Proposal
Option 4	IAW Accepted Proposal

(c) The “Consideration and Payment” clause will be amended to reflect increased fixed prices for each option period as follows:

Fixed price	Option Period
(b)(4)	05/30/2017 – 05/29/2018
	05/30/2018 – 05/29/2019
	05/30/2019 – 05/29/2020
	05/30/2020 – 05/29/2021

5. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates identified in the task order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The

Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the task order’s expiration date.

6. FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to **90** days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the

Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.